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**IN THE UNITED STATES DISTRICT COURT
FOR THE DISTRICT OF NEVADA**

OLIN CORPORATION and PIONEER
AMERICAS LLC d/b/a OLIN CHLOR
ALKALI PRODUCTS,

Plaintiffs,

v.

CONTINENTAL CASUALTY COMPANY,
FACTORY MUTUAL INSURANCE
COMPANY, ZURICH AMERICAN
INSURANCE COMPANY, NATIONAL
UNION FIRE INSURANCE COMPANY OF
PITTSBURGH, PENNSYLVANIA, and ACE
AMERICAN INSURANCE COMPANY,

Defendants.

Case No.: 2:10-cv-00623-GMN-NJK
Case No.: 2:10-cv-01298-GMN-NJK

**JOINT STIPULATION AND
ORDER REGARDING DISMISSAL OF
CERTAIN CLAIMS AND ENTRY OF
JUDGMENT CONSISTENT WITH JURY
VERDICT**

WHEREAS, Olin Corporation and Pioneer Americas, LLC d/b/a Olin Chlor Alkali Products (collectively “Olin”) filed one of the above-captioned lawsuits, *Olin Corp. v. Continental Casualty Co. et al.*, Case No. 2:10-cv-00623 (“Olin’s Action”), in which Olin asserted, among other things, claims against the Continental Casualty Company (“Continental”) for:

- i) Count I, Breach of Contract;
- ii) Count II, Breach of the Duty of Good Faith and Fair Dealing

1 iii) Count III, Violation of Nevada Revised Statutes § 686A.310

2 iv) Count IV, Declaratory Judgment – Right to Recover Under Continental Casualty’s
3 Boiler and Machinery Policy (“Policy”).

4 Continental, among other things, raised an affirmative defense that Olin failed to cooperate under
5 the terms of the Policy (“Affirmative Defense IV”);

6
7 WHEREAS, Continental filed a lawsuit captioned *Continental Casualty Co. v. Olin*
8 *Corporation*, which was initially filed in the United States District Court for the District of
9 Missouri and transferred to this Court and assigned Case No. 2:10-cv-01298 (“Continental’s
10 Action”), in which Continental asserted, among other things, claims against Olin for:

- 11 i) Count I, Declaratory Judgment – Coverage;
12 ii) Count II, Declaratory Judgment – Cooperation Clause;

13
14 WHEREAS, on January 26, 2013, the parties entered into a confidential partial settlement
15 agreement, pursuant to which they agreed, among other things, to dismiss with prejudice, pursuant
16 to Fed. R. Civ. P. 41(a)(1)(A), Counts II and III and Affirmative Defense IV in Olin’s Action, and
17 Count II of Continental’s Action.

18 WHEREAS, a jury trial was held on the remaining claims in these consolidated actions
19 from January 29, 2013 to February 8, 2013, and the jury returned a verdict in favor of Olin,
20 finding “the efficient proximate cause of the damage to the diaphragm cells was...A Covered
21 Cause of Loss as defined in the Policy.” *See* Dkt. 294; Dkt. 297; Dkt. 300;

22
23 WHEREAS, the amount of damages to which Olin is entitled is set forth in the Parties’
24 confidential partial settlement agreement, as Olin prevailed at trial, and is above the amount
25 required to confer diversity jurisdiction in this Court. Post-judgment interest shall accrue on the
26 unpaid amount of damages set forth in the Parties’ partial settlement agreement, beginning on the
27 date that this Court enters judgment.
28

WHEREAS, all issues and claims are preserved for appeal and none are waived.

THEREFORE, pursuant to Fed. R. Civ. P. 54 and 58, the Parties respectfully request that the Court enter Final Judgment on the claims tried to the Jury, including Counts I and IV of Olin's Action and Count I of Continental's Action, as proposed in the attached Judgment.

Dated: March 7, 2013

Respectfully submitted,

**OLIN CORPORATION and PIONEER
AMERICAS LLC**

By: /s/ Sara Tonnies Horton
One of Their Attorneys

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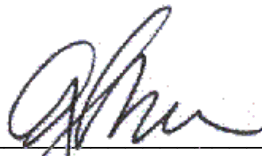
FINAL JUDGMENT

With respect to the above-captioned consolidated actions, *Olin Corp. v. Continental Casualty Co. et al.*, Case No. 2:10-cv-00623 (“Olin’s Action”), and *Continental Casualty Co. v. Olin Corporation*, Case No. 2:10-cv-01298 (“Continental’s Action”), this Court, having been advised of the parties’ confidential partial settlement agreement, and having certain claims come before the Court and tried to a jury, hereby makes the following adjudications:

1 IT IS ORDERED AND ADJUDGED that, pursuant to Fed. R. Civ. P. 41(a)(1)(A) and the
2 Parties' confidential partial settlement agreement, Counts II and III and Affirmative Defense IV in
3 Olin's Action, and Count II of Continental's Action, are dismissed with prejudice, with each party
4 to bear its own costs and fees in connection with those Counts.

5 IT IS FURTHER ORDERED AND ADJUDGED that, pursuant to Fed. R. Civ. P. 54 and
6 58 and consistent with the Jury's answer of the Special Verdict Form, *see* Dkt. Nos. 294, 297 and
7 300, Final Judgment is entered in favor of the Plaintiffs, Olin Corporation and Pioneer Americas
8 d/b/a Olin Chlor Alkali Products, and against Defendant Continental Casualty Company, on all
9 remaining claims in the consolidated actions, including Counts I and IV of Olin's Action and
10 Count I of Continental's Action. Plaintiffs shall recover from the Defendant the amount to which
11 the parties stipulated and agreed pursuant to their confidential partial settlement agreement dated
12 January 26, 2013.
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14

15 **IT IS SO ORDERED** this 11th day of March, 2013.

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19 _____
20 Gloria M. Navarro
21 United States District Judge
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